

MEMORIAL

IN BEHALF OF THE

"BLACK BOB" BAND

OF

SHAWNEE INDIANS,

IN FAVOR OF THE

ISSUANCE OF PATENTS TO THEIR LAND IN SEVERALTY,
AS PROVIDED BY THE TREATY OF 1854, AND ACT OF
CONGRESS OF MARCH 3^d, 1859, AND AGAINST
ANY INTERFERENCE THEREWITH BY
LEGISLATION.

WASHINGTON, D. C.:

POWELL, GINCK & CO., PRS., 632 F STREET.

1870.

Graff

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WASHINGTON, D. C., April 10, 1870.

To the Hon. Senate and House of Representatives:

As the duly authorized attorney representing the interests of the Shawnee tribe of Indians, of Kansas, I desire to present for consideration a few of what I deem to be good and sufficient reasons why the issuance of patents should not be withheld from members of Black Bob's band of Shawnees, under the treaty of May 10th, 1854, and an act of Congress, approved March 3d, 1859, (Stat. at Large, Vol. 11, p. 430,) and also to protest, in their behalf, against the passage of any act of Congress looking toward the disposition of the lands guaranteed to them by the provisions of the treaty aforesaid, to white settlers who have intruded thereon, in violation of law.

It is almost unnecessary for your information, yet it will serve to add clearness to the argument I am about to submit, to give a strict and succinct history of the origin of the matters in dispute.

By the provisions of the amended second article of the treaty concluded with the Shawnee tribe of Indians, May 10th, 1854, the United States ceded to that tribe "two hundred thousand acres of land, between the Missouri State line and a line parallel thereto, thirty miles west of the same." The same article of said treaty contains a provision that "all Shawnees, residing east of said parallel line, shall be entitled, out of said two hundred thousand acres, to select, if a single person, two hundred acres of land, and if the head of a family, a quantity equal to two hundred acres for each member of his or her family." It is further stipulated in the same article that "in the settlement known as Black Bob's settlement, whereon he resides, and in that known as Long Tail's settlement, whereon he resides, there are a number of Shawnees who

desire to hold their lands in common, and all who, within sixty days after the approval of the surveys provided for, signify their election to join either of said communities and reside with them, shall have a quantity of land assigned and set off to them in a compact body, equal to two hundred acres for every individual in each of said communities."

The members of Black Bob's band elected to so take their lands in common, and a quantity, equal to two hundred acres for each member of the band, was therefore reserved for their use and benefit, as provided in said 2d article of the treaty. Article 4 of said treaty further provides, that "those of the Shawnees who may elect to live in common, shall hereafter be permitted, if they so desire, to make separate selections within the bounds of the tract which may have been assigned to them in common; *and such selections shall be made in all respects in conformity with the rule herein provided to govern those who shall, in the first instance, make separate selections.*"

Article 9 of said treaty further declares, that "Congress may hereafter provide for the issuing to such of the Shawnees as may make separate selections, patents for the same, with such guards and restrictions as may seem advisable for their protection therein."

Afterwards, Congress, by an act approved March 3d, 1859, (Stat. at Large, Vol. 11, page 430,) made provision for the issuance of patents to certain Indians residing within the territory of Kansas, in the manner hereinafter recited, viz:

"Sec. 11. And be it further enacted, that in all cases, where, by the terms of any Indian treaty in Kansas territory, said Indians are entitled to separate selections of land, and to a patent therefor, under guards, restrictions or conditions for their benefit, the Secretary of the Interior is hereby authorized to cause patents therefor to issue to

such Indian or Indians and their heirs, upon such conditions and limitation, and under such guards or restrictions, as may be prescribed by said Secretary."

In pursuance of such authority, patents were issued to those members of the Shawnee tribe who elected to take their lands in severalty, upon the condition that they were not to be sold or in any manner alienated, without the consent of the Secretary of the Interior, and rules and regulations for the government of the execution of conveyances by said Indians, were established by the Interior Department.

In the course of time, a portion of the members of Black Bob's band, 69 in number, becoming convinced of the advantages to be derived from holding their lands in severalty, made, under the direction of the United States agent for the tribe, separate selections, in the manner prescribed in the above recited 4th article of the treaty, a list of which selections was reported to the Commissioner of Indian Affairs by said agent, and, upon his recommendation, the Secretary of the Interior directed the Commissioner of the General Land Office to issue patents to the individuals named therein, under the same guards and restrictions used in the issuance of patents to those who originally elected to hold their lands in severalty.

These patents were delivered to the persons entitled thereto, some of whom have since made sales of a portion of their lands, subject to the approval of the Secretary of the Interior in the manner prescribed by the rules and regulations of that Department. Others of Black Bob's band have become desirous, and have made selections in severalty, for which they ask that patents should be issued to them in the manner contemplated by said treaty and act of Congress hereinbefore referred to.

In the meantime, numerous white persons, not only without authority, but in direct violation of law, settled

and made improvements upon a large portion of said lands, and they now ask that Congress shall interfere in their behalf, by the enactment of a law overriding the specific provisions of a treaty—divest these Indians of their vested rights—declare the patents already issued to them void, prohibit the further issuance of patents to members of said band of Indians, and crown this usurpation of power and authority, by an enactment which shall give these white trespassers the right to purchase said lands at \$2 50 per acre.

I have thus briefly summed up the history of the whole case, and now propose to offer a few reasons that suggest themselves to my mind, why Congress should not interfere to prevent these Indians from receiving their patents, or make provisions for the disposition of these lands to an undeserving class of men at a mere nominal valuation, and

1st. I assert that the treaty of 1854, and the act of Congress of 1859, hereinbefore referred to, contain ample authority for the issuance of patents to members of the tribe, who hold their lands in common, upon their making individual selections, and that the Government has no legal right to withhold such patents from such individuals, upon their making demand therefor.

It would seem from the perfect clearness of the treaty, to be almost superfluous, if not altogether ridiculous, to enter into an argument relative to the construction to be placed upon the 4th article of that instrument, in considering its relations to the act of Congress of 1869, providing for the issuance of patents. But Judge Johnson, in his argument before the Secretary of the Interior in the interest of the lawless trespassers upon the lands of the Black Bob Shawnees, and against the approval of certain deeds executed by members of Black Bob's band, says: "Who ever heard of or contemplated, that one partner could dissolve a partnership by his own single individual action, or

practically destroy the objects and purposes of the association by introducing a stranger" ? Mr. Johnson cites the principle as laid down by the Supreme Court, in the case of *Gosele vs. Brinsler et al.*, that "While the society has the means of perpetuating its existence, it may be said to depend for its continuance on the will of a majority of its members," and thinks that it will not be pretended that the community known as Black Bob's settlement was founded upon another and different principle than that stated by the court in the above case. Admitting, for the sake of argument, that the foundation and duties of the Black Bob settlement are based upon and governed by the principle cited above by Mr. Johnson, who further says: "that the census of the band on file in the Interior Department, shows their number to be 165," it will then become perfectly apparent upon his theory, that the majority of the band shall govern the action of the whole ; that the Government is bound to issue patents to these Indians, for upwards of 140 members of the band have already made selections, and have applied for the patents. If this theory is true, and "who will question it," says Mr. Johnson, the members of the band who have made selections and who constitute a large majority of the entire number are vested with authority to compel the minority to make individual selections and receive their patents.

But I do not concede that this community, or settlement, is governed by any such limitations or restrictions as those laid down by the Supreme Court in the case referred to, for the fourth article of the treaty is perfectly clear in its provision that, "Those of the Shawnees who may elect to live in common, shall be hereafter permitted to make sepearte relections * * * in all respects in conformity with the rule herein provided to govern those who shall in the first instance make separate selections," and to say that the perversity of one

member, or a dozen members of the band, should be paramount to the expressed desire of nine-tenths of its members who wish separate selections and patents, is wholly absurd.

Each individual member is the rightful judge of his own interests and wishes, and there is no authority to be derived from a fair and equitable construction of the treaty, for withholding his right to a separate selection, and to a patent.

It may be said that the act of 1859 was intended to include within its provisions, only such individuals as had already made selections in severalty, but if such was the intention, why was it not so specifically stated? "In all cases where by the terms of any Indian treaty in Kansas territory, said Indians *are entitled* to separate selections of land, and to a patent therefor, under guards, restrictions or conditions for their benefit," &c., is the language of the act of 1859. Not those only who *had actually made their* selections, but those who "*are entitled to separate selections,*" shall receive patents, &c. The act was not intended for the sole benefit of that number who had been fortunate enough to make their selections prior to the date of its passage, but an equitable and even a literal construction thereof, will extend its privileges and benefits to all those who, although they had not at that date, yet were entitled under the provisions of the treaties referred to in said act, to make if they saw fit and proper, individual selections.

The Supreme Court of the United States, in its decision upon the right of State authorities to tax the lands of these Indians, *vide* case of Charles Bluejacket *vs.* Board of Commissioners of Johnson Co., Kansas, in referring to the fact that the State of Kansas claimed the right to tax the lands of those Shawnees who held their estates in severalty, but conceded that no such right to tax those

who held their lands in common existed, in desiring to convey the idea that every member of the tribe was entitled to the same rights and privileges in every respect, under said treaty, distinctly asserted "that it could never have been intended by the Government to make a distinction in favor of the Indians who held in common, and against those who held in severalty. If the Indians thus holding, had less rights than their more favored brethren who enjoyed their possessions in common, and in compact form, would not good faith have required that it should have been so stated in the treaty? The general pledge of protection substantially accorded in this treaty, as in all the other treaties with this tribe, forbids the idea that the Government intended to *withdraw its protection from one part of the tribe and extend it to the other.*"

It is therefore a legal and equitable conclusion derived not only from a reasonable interpretation of the English language, but from the decision of the highest tribunal of justice in the land, that no member or band of said Shawnee tribe, possessed rights under the treaty of 1854, which were not guaranteed to every individual of the tribe by the same instrument. Such being the case, if the individuals of said tribe who in the first instance made separate selections, were entitled to and did receive patents for the lands so selected by them, then it necessarily follows that those who originally elected to live in common, with the proviso that they might at any time thereafter make selections in severalty in the same manner as those first mentioned, are also entitled to have their said selections patented to them in the same manner.

The neglect of the Government to carry out its treaty stipulations with the Indians, has become proverbial, and the doctrine that "an Indian has no rights which a white man is bound to respect," has become a matter of practi-

cal truth, as exemplified in their dealings with the lawless intruders upon their lands. Men who know that they are encroaching and tresspassing upon the rights of others, in violation of repeated acts of Congress, who have been notified, time and again, by the proper authorities that they were unlawful intruders, and could acquire no rights, have persisted and still continue to persist in settling upon lands reserved for the exclusive use and benefit of Indians by solemn treaty stipulation, notwithstanding the fact that millions of acres of vacant public lands exist in equally available and desirable localities, which can be purchased from the Government for a mere pittance. And such is the case with the corps of settlers upon the "Black Bob" lands who now thrust forward the old plea that they are poor, honest, hardworking farmers, who have built houses, and made other improvements; invested the last dollar of their hard-earned savings, in the hope and expectation that the Government would at some time and in some way interfere in their behalf, and secure to them by legislation what they had obtained possession of in an unauthorized and unlawful manner.

The act of Congress of June 30, 1834, to regulate intercourse with the Indian tribes, provides, in the tenth section thereof, "that the Superintendent of Indian Affairs, Indian agents and sub-agents, shall have authority to remove from the Indian country, all persons found therein contrary to law," and it is further provided by section 11 of the same act, "that if any person shall make a settlement on any land belonging, secured, or granted by treaty with the United States, to any Indian tribe, * * * each offender shall forfeit and pay the sum of one thousand dollars, and it shall moreover be lawful for the President of the United States to take such measures, and to employ such military force, as he may

judge necessary, to remove from the lands as aforesaid, any such person."

If, in the face of all this prohibitory legislation, these men will persist in settling upon Indian lands, would it not be altogether foreign to the commonest dictates of reason, humanity and justice, for Congress to interfere, even had it the right, and by a sweeping partisan enactment, deprive a band of helpless Indians of the lands guaranteed to them by the pledged faith of the Government, for the sake of securing to a multitude of lawless marauders the fruits of their lawlessness? I ask, would this be justice, had Congress even the power to do it? But I do not conceive that any such extent of authority is invested in Congress by the Constitution.

The 2d section of the 2d article of that instrument provides that the President "shall have power, by and with the advice and consent of the Senate, to make treaties, provided two-thirds of the Senators present concur," and further, it is stipulated in the 2d paragraph of article 6, that "all treaties made or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges in every State shall be bound thereby."

Chancellor Kent, in his commentaries on American law, lays down as unquestionable, the fact that the department of the Government that is intrusted by the Constitution with the treaty-making power, is competent to bind the national faith in its discretion, and that treaties of every kind, when made by competent authority, are as obligatory upon nations as private contracts are binding upon individuals, and they are to receive a fair and liberal interpretation, according to the intention of the contracting parties, and to be kept with the most scrupulous good faith; and he further says, in discussing the question whether a treaty, constitutionally made, was binding upon

Congress, equally as any other national engagement would be, that "if a treaty be the law of the land, it is as much obligatory upon Congress as upon any other branch of the Government. * * * The House of Representatives are not above the law; and they have no dispensing power. They have a right to make and repeal laws, provided the Senate and President concur; but without such concurrence, a law in the shape of a treaty is as binding upon them as if it were in the shape of an act of Congress, or of an article of the Constitution, or of a contract made by authority of law." As showing the sense of the framers of the Constitution upon this point, I would invite your attention to the message of President Washington of March 30, 1796, to the House of Representatives, assigning his reasons for not complying with their resolutions, requesting a copy of the instructions, correspondence and other documents relative to the treaty then lately concluded between the United States and Great Britain, in which he says that, "having been a member of the general convention, and knowing the principles upon which the Constitution was formed, I have ever entertained but one opinion on the subject, * * * that the power of making treaties is exclusively vested in the President, by and with the advice and consent of the Senate, provided two-thirds of the Senators present concur. It is thus that the treaty-making power has been understood by foreign nations, and in all the treaties made with them, we have declared and they have believed that when ratified by the President, with the advice and consent of the Senate, they become obligatory. * * * As therefore it is perfectly clear to my understanding that the assent of the House of Representatives *is not necessary to the validity of a treaty*, and as it is essential to the due administration of the Government, that the boundaries fixed by the Constitution, between the different departments,

should be preserved ; a just regard to the Constitution and to the duty of my office, under all the circumstances of the case, forbids a compliance with your request."

I have entered into this discussion of the question of the power of Congress to override, by legislative enactment, the provisions of a treaty at such length, because bills have been introduced in both houses of Congress, providing for the disposition of the Black Bob lands to actual settlers thereon, at the rate of \$2 50 per acre, which enactment would be a clear abrogation and violation of the existing treaty provisions relative thereto. As, also, of the act of Congress of March 3d, 1859, to carry out the provisions of said treaty.

As has been shown heretofore, these settlers entered upon, and are occupying, these lands in open violation of law, and it is evident that a citizen of the United States who enters upon Indian land before their title has been extinguished, and they have removed, or have been removed in pursuance of a treaty stipulation with the Government, can acquire no such right of property or possession as is within the protection of the provisions of the Constitution.

And further, it is claimed by the advocates of the pending bills, that if the Indians are secured in their title to these lands, and are allowed to dispose of them at will, they will part with them for a mere song, and will be swindled in every conceivable manner by speculators and unscrupulous sharpers, who are ever on the alert to fill them with whiskey and then rob them of their estates.

In reply to this charge, I have only to say that all conveyances by members of the Shawnee tribe, are subject to certain rules and regulations prescribed by the Secretary of the Interior, for their government, which rules require that each deed or instrument of conveyance must be executed in the presence of two subscribing witnesses, and

acknowledged before the agent of the tribe ; that it must be accompanied by a certificate of two of the chief of the tribe, setting forth that the grantor is of age and competent to manage his affairs and to dispose of his property, and that they deem it advisable that the lands should be sold ; and also by a certificate from the agent of the tribe that the contents, purport and effect of the deed, were explained to and fully understood by the grantor ; that the consideration specified therein is a fair price for the land ; that the same has been paid to the grantor in lawful money of the United States, and that the conveyance is in every respect free from fraud and deception. With all these guards and restrictions there can be little danger of the Indians being defrauded, and as a matter of fact, in the conveyances already executed by members of said Black Bob's band, to whom patents have heretofore been issued, the Indians have realized in actual cash, an average sum of more than four dollars per acre for their lands so sold, a price almost double that contemplated in the proposed Congressional action.

From the utter and constant disregard by the Government of its treaty obligations, and agreements, the Indians are beginning to consider their lands lost to them by encroachment and oppression. The restless white population on their borders have but little sympathy with Indian sufferings, and are imbued with a perfect contempt of Indian rights. They covet the Indian lands and seem determined to have them in spite of law, equity and humanity, and "who can assure the Indians," says De Tocqueville commenting upon their removal west of the Mississippi, "that they will be permitted to repose in peace in their new asylum? The United States engage to protect them, but the territory which they occupied in Georgia was also guaranteed to them by the most solemn faith. In a few years the same white population which pressed upon them

in their ancestral territory, will follow them to the solitudes of the West, and the limits of the earth will at last fail them, and their only relief will be death."

Having thus briefly sketched the points that present themselves in the legal aspect of the case as involving the rights of the "Black Bob" band of Shawnees to patents to lands selected by them in severalty, under treaty provisions and laws of Congress in pursuance thereof, I desire to call attention to a few facts that I deem not altogether foreign to the consideration of the case in controversy.

The bill introduced in the Senate provides that the proceeds of the sale of the lands of the "Black Bob" band, as proposed, shall be appropriated to the purchase of a new home for said Indians in the "Indian Territory." The fact seems to have been overlooked that all the members of the "Black Bob" band, in common with all the Shawnee tribe, are already provided with a new home in the Indian Territory, which was purchased for them from the Cherokees in June, 1869, and approved of by the President, and such as to whom patents have been issued for the selections made by them and who have been able to find purchasers for their selections so patented, have already removed to their new home in the Cherokee country, where they are now in condition to raise subsistence for themselves the present year. All of the others are anxious to follow, but are unable to do so, because of the delay in securing the patents which they claim under solemn treaty obligations, and without which they are unable to sell their lands, to enable them to remove; for while lawless trespassers have combined to oppress them and rob them of their lands, the Government has been slow to vindicate their rights and afford them the protection they have the right to claim.

The allegations that have been made that these Indians are drunken, thriftless and incompetent, is a slander upon

their character. The charge that they have been swindled and defrauded by "speculators" out of the lands patented to them, is also without any foundation in truth, and emanates only from those who have persistently denied any right of the Indians to the land in question, and striven to dispoil them of their rightful possessions. Those of the "Black Bob" band who have been so fortunate as to receive patents for their selections, and find "speculators" who were willing to take the risk of buying their lands, have expended the money received therefor in the judicious purchase of teams, wagons, farming implements, and other useful articles to enable them to improve their new homes in the Indian Territory; while those who are deprived from realizing money from the sale of their selections, because of the suspension of action in the Indian Bureau, in consequence of the resolution of the Senate of December 13th, 1869, are in want and destitution.

I may here remark that, what purports to be the petition of fifty-seven members of the "Black Bob" band and other papers of similar character, protesting against selections in severalty, and issuance of patents therefor, was not the act of the Indians, but was gotten up at the instance of the white settlers and trespassers upon their lands, and the names of the parties were signed to said petition without their consent or knowledge, as has been clearly proven upon an investigation made by direction of the Department of the Interior, where the whole matter in controversy has been thoroughly investigated, and decisions rendered in favor of the issuance of patents to the members of the "Black Bob" band, by Commissioner Parker and Secretary Cox, as also by their predecessors in office. At the present time nearly all of the members of the "Black Bob" band have filed in the Department their selections in severalty, and asked patents for

the same ; and the remaining few will file their selections and applications as soon as the suspension in the matter is removed.

In conclusion, I will state, that the present controversy relating to the lands of the "Black Bob" Shawnees, has been instigated solely by the trespassers before referred to, who entered upon said lands in violation of law, and against the repeated protests of the United States agent for said tribe, and who, because they are *voters* and the Indians are not, have been encouraged by politicians to remain in possession of said lands, with assurances that Congress would sanction their violation of law, and provide for their obtaining the land at Government prices. These trespassers recognize no right of the Indians to the land guaranteed to them by the treaty, and know no law except mob law. They are men combined in secret organization, threatening dire vengeance upon any and all who recognize the rights of the Indians by obtaining from them their lands by purchase ; an organization having a committee on *hanging*, who are bound by the most terrible oaths to take the lives of all who may be singled out by the lawless clans, as the victims of their vengeance ; and who, upon several occasions, have attempted to put their death penalty in execution. A few of the settlers upon these lands who would not connect themselves with the lawless organization referred to, but recognized the title of the Indians to the land occupied by them, and purchased the same at prices satisfactory to said Indians, done so at great personal hazard ; and evidence on file in the Indian Office shows, that in some instances they have been driven from their homes and their buildings burned for paying the Indians for the land which was selected and patented to them in 1868. The Indians are slow to believe that the Congress of the United States

will become the champion of this band of lawless trespassers, and confidently appeal to the Government for justice and protection.

JAS. B. ABBOTT,
*Counsel of the Shawnee Tribe of Indians,
of Kansas.*

DEPARTMENT OF THE INTERIOR,

OFFICE OF INDIAN AFFAIRS,

WASHINGTON, *April 19, 1870.*

I, Ely S. Parker, Commissioner of Indian Affairs, do hereby certify that it appears from powers of attorney on file in this office, that James B. Abbott is duly authorized by the Shawnee tribe of Indians in Kansas, to act as their representative and attorney in all matters of business in which said tribe is interested.

E. S. PARKER,
Commissioner.

DE SOTA, KANSAS, *December 2, 1868.*

SIR: I have the honor to herewith transmit letter addressed to me, from members of the Black Bob settlement, bearing date October 28, 1868, in which they protest against the withdrawal of their patents, and request me to express my views on the subject, and in compliance with their wishes, would say, that in my opinion they have honestly expressed their sentiments, and stated nothing but facts, and I fully concur therein.

I am, respectfully, your obedient servant,

H. L. TAYLOR,

United States Indian Agent.

HON. N. G. TAYLOR,

Comm'r Indian Affairs, Washington, D. C.

GRAND COUNCIL ON BLACK BOB RESERVATION,

October 28, 1868.

SIR: We, the undersigned members of the Black Bob settlement of the Shawnee tribe of Indians, having been informed that, at the instigation of one Abelard Guthrie, claiming to act as our attorney, the Commissioner of Indian Affairs had authorized the return and cancellation of our patents, we would therefore most respectfully inform the honorable Commissioner that we have never employed the said Guthrie, or any other person whomsoever, to procure the return of our patents; but, to the contrary, having made our selections strictly in accordance with the treaty stipulations, we fully believe that we are legally entitled to patents for the same, and that when the patents are issued no person has the right to recall or cancel them, without the consent of each patentee or his heirs; that such consent has never been given by any of us, nor have we ever authorized any such person to give any such consent for us. And we do most solemnly declare that any person holding pretended authority from us for any

such purpose is an imposter and holds such pretended authority by fraud or forgery.

And again, as heretofore, in order to prevent the continuation of such frauds, we earnestly ask that no agent or attorney claiming to represent us be recognized by the department unless his authority be signed by us, and acknowledged before the United States Indian agent, and certified by the chiefs of our tribe.

And we take this opportunity to make known our earnest desire for the speedy ratification of the Shawnee treaty, with the amendments as suggested by the Shawnee delegation to the Indian Committee of the United States Senate at their last session.

We request that you forward this letter, or a copy of the same, to the honorable Commissioner of Indian Affairs, with your views on the subject.

BIG'FOX, his \times mark.

JOHNSON BLACKFEATHER, his \times mark.

DAVID BLACKFEATHER, his \times mark.

JAMES BLACKFEATHER, his \times mark.

LEWIS COFFEE, his \times mark.

FRENCH PROFIT, his \times mark.

GEORGE PERRY, his \times mark.

WILLIAM HUNTER, Jr., his \times mark.

HENRY ELLICK, his \times mark.

TOM-A-HAWK, Jr., his \times mark.

CHE-LE-NE, his \times mark.

JACOB WHEELER, his \times mark.

JOHN FRANCIS, his \times mark.

JOHN POSSUM, his \times mark.

LITTLE CHARLY, his \times mark.

GEORGE WILLIAMS, his \times mark.

ON-KOH-WUTH-KAH BOB, his \times mark.

MATH-THA-NA-SE BOB, his \times mark.

KA-NOX-SE, his \times mark.

LOT C. MACY, his \times mark.
 ALLEN TOM, JR., his \times mark.
 BETSEY PERRY, her \times mark.
 LEM CO-WA-SE, his \times mark.
 SU-YUAH, his \times mark.
 MATH-KOW-A-SE, his \times mark.
 COFFEE GREENFEATHER, his \times mark.
 PHOEBE DOUGLAS, her \times mark.
 SAIH-KA-TE-ZAH, his \times mark.
 WIDOW COFFEE, her \times mark.
 NUT-TWA-PE-A-SEE,
 Or HARRIET DOUGLAS, her \times mark.
 BILLY WILLIAMS, his \times mark.
 ALICE BIG FOX, her \times mark.
 NA-WAH-LIP-TE, his \times mark.
 HOS-KAS THAT, his \times mark.
 CHE-LA-THAH, his \times mark.
 THO-WIN-NA-SE, his \times mark.
 LON-CO-WA-SE, his \times mark.
 MI-YA-WA-PE-A-SE, his \times mark.
 MA-CAH-TAH-LEM-A, his \times mark.
 KAH-TAH-WA, his \times mark.
 TA-TEP-SE-KAH, his \times mark.
 LA-CE-PE-A-SE, his \times mark.
 CHA-CO-SE-NO, his \times mark.
 QUAH-ME-LE, his \times mark.
 NETAH-WAH-CUM-SE, his \times mark.
 MO KE-PE-A, his \times mark.
 HAH-TA-THIEM-WAH, his \times mark.
 KA-SE-WAH-PE-A-SE, his \times mark.
 NE-KAH-NAH-KA-SE, his \times mark.
 HOH-QUA, his \times mark.
 WILLIAM HENRY, his \times mark.
 HAH-SE-WAH-PE-A-SE, his \times mark.

We, the chiefs and councilmen of the Shawnee tribe of

Indians of the State of Kansas, do hereby certify that at a grand council of the members of Black Bob settlement, held on the 28th day of October, 1868, on the Black Bob reservation, the subject-matter of the foregoing letter was fully discussed by the members of said council, and at its instance said letter was drawn up, and after it had been interpreted by Charles Bluejacket in our presence, and fully understood by them, the foregoing named persons signed said letter by making their marks; and we further certify, that each and every person so signing are members of the Black Bob settlement, and that from our own personal knowledge believe that the letter honestly expresses the views and wishes of all the members of said settlements who have made selection on the Black Bob reservation.

GRAHAM RODGERS, *First Chief.*
 CHARLES TUCKER, *Second Chief.*
 HENRY FRED RODGERS,
 STEPHEN BLUEJACKET,
 JAMES KIZER, his x mark,
 ELI BLACKHÖOF, his x mark,
 MOSES SILVERHEELS, his x mark,
Councilmen.

Witness :

S. M. CORNATZER,
Council Clerk.

CHARLES BLUEJACKET,
 Colonel H. L. TAYLOR,
United States Indian Agent of the Shawnees.

STATE OF KANSAS, }
} ss.
County of Johnson.

Daniel S. Dean, of "Sees Summit," Prairie township,
 Jackson county, State of Missouri, of lawful age, being

first duly sworn, deposeth and says: That on or about the month of November, A. D. 1869, he bought from one Kitzmeller, a settler on the "Black Bob Reservation," all his right, title and interest in and to the west half of the southeast quarter of section 33, town 14, of Range 24, east 6th principal meridian, and deponent further says, that he also bought from "See Qua", a Shawnee Indian of the Black Bob tribe, to whom the said land was patented, one hundred acres, including the above described land, in accordance with the Indian agent's instructions from the Secretary of the Interior, and the rules and regulations governing the transfer of Shawnee Indian lands, and having, as he thought, bought all the title to the same, both legal and equitable, he hauled upon said land lumber for the purpose of building a house, and otherwise improving the land.

Deponent further says, that a few nights after hauling the lumber upon said land, that the lumber was gathered up into one pile or bunch and burned in the night time, by the settlers now, and then, living upon the said "Black Bob Reservation," as he is informed and verily believes, for the reason that this affiant had purchased the title of and from the said Black Bob Shawnee Indian, and for no other reason to this affiant known.

This affiant further states, that said lumber was of the value of one hundred and forty dollars. And further this deponent saith not.

DANIEL S. DEAN.

STATE OF KANSAS, }
County of Johnson. } ss.

Sworn to before me, and subscribed in my presence, this 25th day of January, A. D. 1870.

[SEAL.]

A. SMITH DEVENNEY,
Notary Public.

STATE OF KANSAS, }
 County of Johnson. } ss.

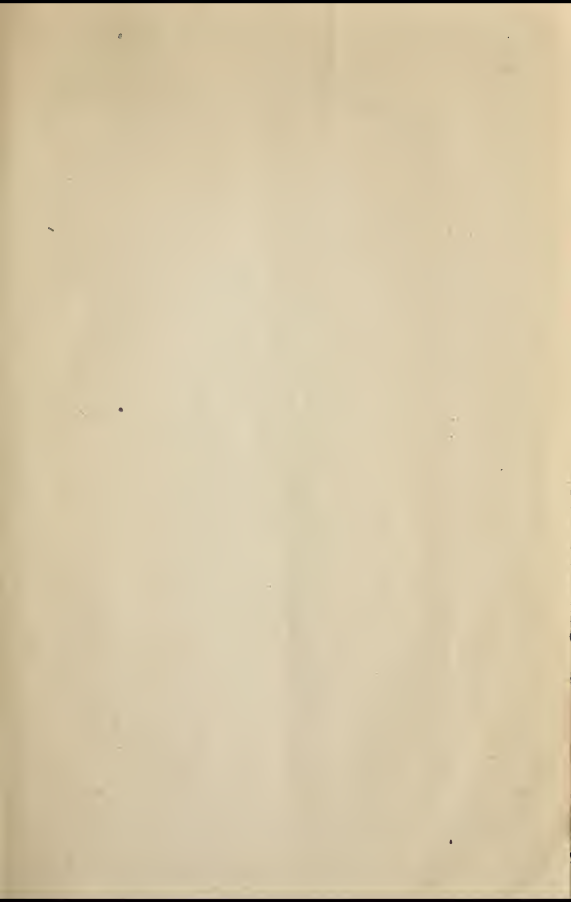
William H. Nichols, of lawful age, being first duly sworn, doth depose and say, that he is a bona-fide citizen and resident of Johnson county, State of Kansas, living upon what is known as the "Black Bob" Reservation, in said county. That he has purchased for a valuable consideration, from one Much-is-Jua-thah, a member of the "Black Bob" band of Shawnee Indians, the following described real estate, situated upon and being a part of said reservation, to wit: The south half of the northwest quarter, and the northeast quarter of the southwest quarter of section 24, town 14, range 24, in said county and State of Kansas. That on the 7th day of April, 1870, this affiant hauled and laid upon said land, 450 feet of lumber for building purposes, and that during the night of the same day, the said lumber was set fire to, and burned by some parties unknown at this time to this affiant. I am confident that the cause which prompted those parties to do this deed, was the fact that I had purchased this land from the Indian owner. I have lived on this land over four years. Further affiant saith not.

WM. H. NICHOLS.

Sworn to before me, and subscribed in my presence, this the 9th day of April, 1870.

[SEAL.]

J. T. TAYLOR,
 County Clerk, Johnson County, Kan.



ES. 600. 11. 15. 48 (Rtty.) J [AN. 55] B. AB. 800T.
Indians; title



